


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: FEB 06, 2006 10:00 AM PURCHASING AGENCY NO. : 107001 SEE NO. 8 BELOW. RETURN BID TO <div style="display: flex; justify-content: space-between;"> 2205297 02/06/06 10:00 AM M50928G </div> <p> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 </p> <div style="display: flex;"> <div style="flex: 1;"> BUYER : DON FONTENOT BUYER PHONE : (225) 342-9200 DATE ISSUED : 01/25/06 REQ. AGENCY : 855D03 DEQ-MF PURCHASING AGENCY REQ. NO. : VEHREC ISIS REQ. NO. : 1284847 VENDOR PHONE : FISCAL YEAR : 06 CLASS/SUBCLASS : 96890 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER : </div> <div style="flex: 0.5; text-align: right; font-size: small;"> FOLD HERE--> </div> </div>
<div style="display: flex;"> <div style="flex: 1;"> =====> VENDOR NO. : SOLICITATION : 2205297 FILE NO. : M50928G OPENING DATE : 02/06/06 </div> <div style="flex: 2; border: 1px solid black; height: 100px; margin-top: 10px;"> <div style="border-bottom: 1px solid black; padding: 2px 5px; font-size: small;"> =====> VENDOR NAME AND ADDRESS </div> </div> </div>		
FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.		

VEHICLE RECOVERY CONTRACT FOR SOUTH LA
 NON-MANDATORY PRE-BID CONFERENCE 1-30-06

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 002WEEKS ARO _____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

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VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2205297 OPEN DATE: 02/06/06 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
NA
NA
NA

13. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALTIES.

18. PRICES .
UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2205297 OPEN DATE: 02/06/06 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 3
<p>21. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS. UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE: 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2205297 OPEN DATE: 02/06/06 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 4

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2205297 OPEN DATE: 02/06/06 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 5

COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

- 3 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

- 4 POLLUTION LIABILITY INSURANCE (GRADUAL RELEASE AS WELL AS SUDDEN AND ACCIDENTAL):

COVERAGE LIMITS OF NOT LESS THAN \$1,000,000. A POLICY PERIOD INCEPTION DATE OF NOT LATER THAN THE FIRST DAY OF THE ANTICIPATED WORK UNDER THE SUBJECT CONTRACT AND AN EXPIRATION DATE OF NO EARLIER THAN 30 DAYS AFTER THE ANTICIPATED COMPLETION OF ALL WORK UNDER THE CONTRACT SHALL BE PROVIDED BY THE POLICY. FURTHERMORE, THE POLICY SHALL PROVIDE FOR AN "EXTENDED REPORTING PERIOD" OF NOT LESS THAN 24 MONTHS, W/FULL REINSTATEMENT OF LIMITS, FROM THE EXPIRATION DATE OF THE POLICY AND SHALL NOT BE CANCELLED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUMS. THE STATE OF LOUISIANA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE POLICY AND THIS SHALL BE SO EVIDENT ON THE CERTIFICATE OF INSURANCE.

IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTOR'S LICENSE NUMBER MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000 OR MORE (AND \$1 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED).

BIDS SHALL BE ACCEPTED ONLY FROM CONTRACTORS WHO ARE LICENSED UNDER LA R.S. 37:2150-2163 FOR THE CLASSIFICATION(S) SUCH AS HAZARDOUS MATERIALS AND/OR SPECIALTY OF INSTALLATION, REPAIR, OR CLOSE UNDERGROUND STORAGE TANK.

FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID.

PRICE SHEET		INVITATION TO BID			
NUMBER : 2205297 OPEN DATE : 02/06/06 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 6
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: ENVIRONMENTAL QUALITY DEQ HQTRS CENTRAL RECEIVING 602 NORTH 5TH ST RM 1-140 BATON ROUGE, LA 70802</p> <p>COMMODITY CODE: 968-90-000000</p> <p>*****</p> <p>THERE WILL BE A NON-MANDATORY PRE-BID CONFERENCE ON JANUARY 30, 2006 AT 2:00 P.M. AT THE OFFICE OF STATE PURCHASING, 1201 NORTH 3RD ST., 2ND FLOOR BID ROOM, BATON ROUGE, LA. ALL POTENTIAL BIDDERS ARE INVITED TO ATTEND. *****</p> <p>EXECUTIVE ORDER KBB2005-66 IS APPLICABLE TO THIS PURCHASE.</p> <p>CONTRACT TO PICKUP, HAUL, STORE AND SECURE VEHICLES, TRAILERS (WITHOUT BOATS AND RECREATIONAL BOATS WHICH WERE ABANDONED AS THE RESULT OF HURRICANES KATRINA & RITA. ITEM 00001 IS A FOR INFORMATIONAL PURPOSES ONLY, AND IS A NON-BILLABLE ITEM; DO NOT ENTER A PRICE FOR ITEM 00001. HOWEVER, ITEM 00001 REFERENCES INFORMATION THAT IS VITAL TO THE SCOPE OF SERVICE FOR THIS CONTRACT. PLEASE READ THE ATTACHMENT THAT DETAILS THIS LINE ITEM.</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p>	1	LOT		
00002	<p>COMMODITY CODE: 968-90-000000</p> <p>ATTENDANCE AT POST AWARD CONFERENCE PER ATTACHED SPECIFICATIONS.</p>	1	LOT		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2205297 OPEN DATE : 02/06/06 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 7
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
_____	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00003	COMMODITY CODE: 968-90-000000 WORK PLAN PREPARATION PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	LOT	_____	_____
00004	COMMODITY CODE: 968-90-000000 GENERAL MOBILIZATION PER ATTACHED SPECIFICATIONS SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	LOT	_____	_____
00005	COMMODITY CODE: 968-90-000000 OPERATION OF AGGREGATION SITE PER ATTACHED SPECIFICATIONS. THE PRICE QUOTED FOR THIS LINE SHOULD INCLUDE A TOTAL PRICE FOR ALL SITES USED, IF MORE THAN ONE. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	140	DAY	_____	_____
00006	COMMODITY CODE: 968-90-000000 LIGHT DUTY VEHICLE TOWING PER ATTACHED	75000	EACH	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2205297 OPEN DATE : 02/06/06 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFICATIONS. _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00007	COMMODITY CODE: 968-90-000000 MEDIUM DUTY VEHICLE TOWING PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	45000	EACH	_____	_____
00008	COMMODITY CODE: 968-90-000000 HEAVY DUTY VEHICLE TOWING PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	30000	EACH	_____	_____
00009	COMMODITY CODE: 968-90-000000 TRAILER (WITHOUT BOATS) TOWING PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	2000	EACH	_____	_____
00010	COMMODITY CODE: 968-90-000000 LIGHT RECREATIONAL BOAT TOWING PER ATTACHED SPECIFICATIONS.	9000	EACH	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2205297 OPEN DATE : 02/06/06 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
_____	SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00011	COMMODITY CODE: 968-90-000000 MEDIUM RECREATIONAL BOAT TOWING PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	9000	EACH	_____	_____
00012	COMMODITY CODE: 968-90-000000 HEAVY RECREATIONAL BOAT TOWING PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	2000	EACH	_____	_____
00013	COMMODITY CODE: 968-90-000000 STORING OF LIGHT DUTY VEHICLES PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	75000	EACH	_____	_____
00014	COMMODITY CODE: 968-90-000000 STORING OF MEDIUM DUTY VEHICLES PER ATTACHED SPECIFICATION.	45000	EACH	_____	_____

PRICE SHEET			INVITATION TO BID			
NUMBER : 2205297 OPEN DATE : 02/06/06 TIME: 10:00 AM T-NUMBER :			BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL	
	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____					
00015	COMMODITY CODE: 968-90-000000 STORING OF HEAVY DUTY VEHICLES PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	30000	EACH	_____	_____	
00016	COMMODITY CODE: 968-90-000000 STORING OF LIGHT RECREATIONAL BOATS PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	9000	EACH	_____	_____	
00017	COMMODITY CODE: 968-90-000000 STORING OF MEDIUM RECREATIONAL BOATS PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	9000	EACH	_____	_____	
00018	COMMODITY CODE: 968-90-000000 STORING OF HEAVY RECREATIONAL BOATS PER ATTACHED SPECIFICATIONS.	2000	EACH	_____	_____	

PRICE SHEET		INVITATION TO BID			
NUMBER : 2205297 OPEN DATE : 02/06/06 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00019	COMMODITY CODE: 968-90-000000 STORING OF TRAILERS (WITHOUT BOATS) PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	2000	EACH		
00020	COMMODITY CODE: 968-90-000000 REMEDIATION OF VEHICLES PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	150000	EACH		
00021	COMMODITY CODE: 968-90-000000 REMEDIATION OF RECREATIONAL BOATS PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	20000	EACH		
00022	COMMODITY CODE: 968-90-000000 DEMOBILIZATION PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF	1	LOT		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2205297 OPEN DATE : 02/06/06 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00023	APPLICABLE) _____ COMMODITY CODE: 968-90-000000 PREPARATION AND SUBMITTAL OF FINAL REPORT PER ATTACHED SPECIFICATIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	LOT	_____	_____

ATTACHMENT 1 - SPECIFICATIONS**ATTACHMENT 1. SPECIFICATIONS
VEHICLE RETRIEVAL, HAULING, STORAGE AND SECURITY****GENERAL SPECIFICATIONS, TERMS, AND CONDITIONS****1.0 INTRODUCTION**

The Louisiana Department of Environmental Quality (LDEQ) requires the services of a contractor to pick-up, haul, store and secure vehicles, trailers (without boats) and recreational boats which were abandoned as a result of Hurricanes Katrina and Rita. The area to be covered is south of Interstate 10 from the Texas state line to the intersection with Interstate 12 in Baton Rouge, LA and south of Interstate 12 from Baton Rouge, LA to the Mississippi state line. This project will be under the direction of an assigned project manager.

1.1 Goals

The goal of this project is to remove flooded and abandoned vehicles, trailers and recreational boats from public lands of the state and have them properly staged and secured until the process for disposal is in place.

1.2 Scope of Work

The scope of work for this project consists of responding to a work order to remove an identified vehicle, trailer (without boat) or recreational boat. Prior to towing, the contractor shall inspect the product and mitigate any fluid leaks. A record shall be made of the location, description, and associated identification numbers. The vehicle, trailer or recreational boat shall be transported to a fenced, lighted and secure aggregation site. Hours of operation for the aggregation site shall be 7:00 a.m. to 5:00 p.m., Monday- Saturday. However, the Contractor services must remain available to the State beyond normal operating hours as needed. At the site the vehicle shall be staged and tagged for easy retrieval. Owners shall be notified. An electronic inventory list shall be maintained. A detailed description of each item mentioned above can be found in later sections of this document.

1.21 - Prime Contractor Responsibilities

The successful bidder shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. The State shall consider the successful bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 - Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to this contract. That prime contractor shall be responsible for all deliverables referenced in this bid. This general requirement notwithstanding, bidders may enter into subcontractor arrangements provided that the prime contractor acknowledges total responsibility for the entire contract.

ATTACHMENT 1 - SPECIFICATIONS

If the prime contractor uses subcontractors, the State urges the prime contractor to use Louisiana vendors, economically disadvantaged businesses, minority owned business and woman owned businesses. In any event, any subcontractor must secure any permits, licenses, or certificates required for the portion of the contract they are performing. Subcontractors must also agree to be bound by the terms and conditions of the contract.

1.23 Insurance Requirements

Successful bidder shall furnish the State with certificates of insurance affecting coverage(s) required by this bid (see attachment entitled "Insurance Requirements") The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

1.24 Subcontractor Insurance

The successful bidder shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

2.0 BACKGROUND

Hurricanes Katrina and Rita flooded, destroyed, damaged and floated an estimated half a million boats, automobiles, trucks, busses, trailers, and aircraft in Louisiana. While over two hundred thousand vehicles and vessels have been recovered by insurance companies, an estimated three hundred thousand vehicles and fifty-seven thousand recreational boats and vessels remain strewn around the state. Local governments have been overwhelmed by storm damage, debris removal, infrastructure collapse, loss of revenues and unanticipated expenses and have been unable to cope with the problem of vehicles and recreational boats. Four months after the storms, the uncollected debris remains a problem. Immediate action is necessary to begin removal and storage to alleviate this problem.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall, on his own time and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. All wastes, substances, or materials resulting from or produced by the Contractor's work shall be segregated, removed from the site, and disposed of by the Contractor in accordance with applicable laws, regulations, ordinances, and codes. (Note: This is limited to waste generated as a result of completing activities that are related to this project.) The Contractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of this work. The laws and regulations pursuant to the laws include the following:

The Federal Resource Conservation Recovery Act (RCRA) regulations included in 40 CFR Parts 260-299;

ATTACHMENT 1 - SPECIFICATIONS

- The regulation of hazardous material transportation included in 49 CFR Parts 100-199, if applicable; and
- The Occupational Safety and Health Administration (OSHA) regulations included in 29 CFR Part 1910.120. State law and regulations adopted pursuant to state law include:
- The Louisiana Environmental Quality Act (the "Act") and regulations included in Title 33, Part V. Hazardous Waste and Hazardous Materials;
- Title 33 Part VII. Solid Waste Regulations; and
- Title 33, Part IX. Water Quality Regulations, (if water is treated on site and discharged, obtain discharge parameters and limits).
- Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap. Additionally, in accordance with Executive Order No. KBB 2004-54, the Contractor shall not discriminate on the basis of sexual orientation in any matter relating to employment.
- The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
- The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.
- The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

Any towers used must be licensed, certified and insured pursuant to R.S. 45:162 through 164 and procedures adopted by the LA Public Service Commission.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the

ATTACHMENT 1 - SPECIFICATIONS

veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date that funding is no longer available.

AUDIT OF RECORDS

The monitoring and auditing of the Contractor's records must be allowed by the Division of Administration, the Louisiana Legislative Auditor's office, and any other appropriate state entities.

CODE OF ETHICS FOR STATE EMPLOYEES

Pursuant to LSA-R.S. 42:1011 *et seq.*, the Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this bid the company official certifies that there is no conflict or violation of the Ethics Code.

EMPLOYMENT OF STATE PERSONNEL

The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana [LSA-R.S. 39:1498(4) and 1498.2].

CLAIMS FOR LIENS

The Contractor shall be solely liable for, and shall hold LDEQ harmless from, any and all claims or liens for labor, services, or material furnished to the Contractor in connection with the performance of its obligations under this contract.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

FORCE MAJEURE

The Contractor or LDEQ shall be exempted from performance under this contract for any period that the Contractor or LDEQ is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or LDEQ has prudently and promptly acted to take any and all corrective steps that the Contractor or LDEQ can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

ATTACHMENT 1 - SPECIFICATIONS

REMEDIES

Any claim or controversy arising out of this contract shall be resolved according to the provisions of LSA-R.S. 39:1673.

4.0 Performance Bond

The successful bidder shall be required to provide a performance (surety) bond in the amount of a minimum of one million dollars (\$1,000,000.00) up to the entire amount of the bid price, whichever is higher, to insure the successful performance under the terms and conditions of the contract. The performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract.

5.0 PROJECT MANAGEMENT

The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. He shall be solely responsible for the methods, techniques, procedures, and sequencing of work based upon the project plans and contract documents.

5.1 General Site Management

The Contractor shall be responsible for the protection and safety of all work, materials, equipment, and other property on or adjacent to the aggregation site against vandals and other unauthorized persons during the term of this contract. No claims shall be made against any Department of the State of Louisiana by reason of any act of an employee or trespasser. All damage, injury or loss of any property caused directly or indirectly, in whole or in part, by the Contractor, or his subcontractors, shall be remedied by the Contractor, as directed by LDEQ. As directed by LDEQ, the Contractor shall repair or replace at his expense all damage to property resulting from his failure to provide adequate security measures.

5.2 Post-award Conference

Within seven (7) calendar days of the State's Notice to Proceed, a post-award conference will be held between the Contractor's key personnel (and subcontractor personnel as determined necessary by the Contractor) and the Office of Environmental Services (OES) staff to discuss the commencement of the project and answer any questions regarding the contract. The post-award conference is expected to last approximately two hours and shall be held at LDEQ Headquarters in Baton Rouge: 602 N. Fifth Street. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him.

5.3 Schedule

The Contractor shall initiate the project within the time frame set out in the schedule below. All activities shall be completed within the stated maximum number of calendar days from the date of the Notice to Proceed letter.

ATTACHMENT 1 - SPECIFICATIONS

Project Initiation Schedule

Time Frame **calendar days from Notice to Proceed**	Activity
Within 7 days	Post-award conference
Within 7 days	Submission of the Contractor's draft Work Plan to OES
Within 10 days	OES review of the draft Work Plan & site visit
Within 14 days	Revision (as necessary) of the draft and submission of the final Work Plan to OES for approval
Within 14 days	OES review and approval of final Work Plan
Within 14 days	Mobilization to the site
Within 120 days	Completion of all project tasks and on-site work
Within 130 days	Submission of Final Report
Within 140 days	LDEQ – OES Review of Final Report
Within 150 days	Corrections, as applicable, and resubmission of Final Report

5.4 Deliverables

LDEQ will review and approve all deliverables. The Contractor must correct discrepancies or omissions before the project will be accepted by the Project Manager as complete. The deliverables listed in this section are the minimum desired from the successful bidder.

Deliverable expected:

- Vehicle, trailer & recreational boat collection

- Vehicle, trailer & recreational boat individual description

- Aggregation site establishment and management

- Forward vehicle, trailer and boat data

- Notification of owners

- Environmental management

- Vehicle and boat remediation

- Record keeping

- Reports (verbal, electronic, and written)

 - Daily

 - Monthly

 - Quarterly

 - Final

- Report on sub-contractors identifying Louisiana businesses, Disadvantaged Business Enterprises, Minority Owned Business Enterprises, Woman Owned Business Enterprises.

5.4.1 Work Plan

Within 7 calendar days of issuance of the Notice to Proceed, the Contractor shall submit a Work Plan for OES review and approval. This plan shall describe and identify in detail all methods, materials, and equipment required to perform the tasks described in these specifications. (Refer to Line 00003 for Work Plan requirements.) The Contractor shall also specify all project personnel and describe the function and responsibility of employees and

ATTACHMENT 1 - SPECIFICATIONS

subcontractors. A Project Schedule must be provided that includes the activities listed in the Project Initiation Schedule above. A draft Work Plan shall be submitted to OES according to the time frame listed in the Project Initiation schedule. OES will review the Work Plan and require revisions as necessary.

No work shall begin at the site until the OES Project Manager approves the Work Plan. A site visit with the OES Project Manager and the Contractor will be required to review/discuss site project activities and the draft Work Plan prior to requiring revisions to the Work Plan. LDEQ will require revisions to the Work Plan, at no additional cost, only if the items in the Work Plan conflict with these Specifications or with applicable laws and regulations listed in these Specifications. Three copies of the Work Plan shall be sent according to the mailing procedures in Section 5.4.2 below.

5.4.2 Final Report

The Contractor shall submit a Final Report within thirty (30) calendar days of completion of the contract. A detailed description of all final report requirements can be found in a later section of this document, refer to Line 00023. This report is to be mailed to the LA Dept. of Environmental Quality, Office of Environmental Services, Attn: Project Manager (to be named), P. O. Box 4313, Baton Rouge, LA 70821

6.0 SITE HEALTH AND SAFETY REQUIREMENTS

The Contractor is responsible for the health and safety of his personnel during the performance of this work. He shall maintain his own Health and Safety Plan and shall make this plan available for inspection by LDEQ upon request. The Contractor's plan must comply with all applicable federal, state, and local laws, regulations, ordinances, and codes regarding site health and safety. The Contractor shall be responsible and take all necessary precautions for the protection and safety of personnel involved in removal and site activities.

7.0 LDEQ RESPONSIBILITIES

As part of its responsibilities for this project, LDEQ will:

- (1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);
- (2) observe and inspect the Contractor's work at the site;
- (3) review, require revision as necessary, and accept deliverables and submittals;
- (4) meet with the Contractor as necessary to provide guidance or answer questions; and

ATTACHMENT 1 - SPECIFICATIONS

- (5) coordinate activities with the Contractor as necessary to provide advance notice regarding scheduling of site activities; and
- (6) be assisted by other DEQ employees or contractors to supervise this project.

8.0 PAYMENT STRUCTURE

The Contractor shall submit invoices as tasks are completed to LDEQ Accounts Payable, P. O. Box 4303; Baton Rouge, LA 70821-4303. Invoices must identify tasks accomplished that correspond to the work completed and the line item included in the bid. The total of invoices shall not exceed the purchase order amount. Invoices must include the purchase order number and the name and address of the contractor. No items other than those bids shall be billed and unit price will prevail. Invoices shall be submitted on a monthly basis. Payment will be made within thirty (30) days of receipt of a properly executed invoice.

DETAILED SPECIFICATIONS BY LINE ITEM

(NON-BILLABLE ITEM) (00001)

Line item 00001 is a non-billable item.

ATTENDANCE AT POST AWARD CONFERENCE (LINE 00002)

The bid for line 00002 shall be a lump sum and include all direct and indirect costs related to attendance at post award conference as stated in section 5.2

WORK PLAN PREPARATION (LINE 00003)

The work plan will include the following information:

- What: Establish the specific actions to be completed
- Who: Identify who will be involved in the process and what function(s) each will perform (e.g. who has overall responsibility for towing, notification, liaison with LDEQ, customer service, storage site, reporting, etc. What tasks will be assigned to contractor(s)? How will other organizations support the project?)
- How: Identify the means by which each action will be accomplished (e.g. dispatching, inventory, reporting, vehicle remediation, security, etc)
- When: Specify the timeframe for completion (e.g. starting and completion milestones for each task – identified as number of calendar days after date of award.

If revisions to the work plan are required by LDEQ they will be at no cost. This will happen only if the items in the work plan conflict with these specifications or with applicable laws and regulation.

ATTACHMENT 1 - SPECIFICATIONS

GENERAL MOBILIZATION (LINE 00004)

The Contractor shall provide necessary utilities for completion of all contract activities. The Contractor shall obtain clearance from property owners and/or State or Parish entities for all proposed aggregation locations, obtain clearance from underground or overhead utilities, provide security for the aggregation site and begin mobilization to the site. If the aggregation site is an already existing location for towed vehicles, successful bidder shall erect a fence or some other structure which will distinctly segregate the vehicles collected as a result of this contract. Any "segregation" described in the line items below (of items collected as a result of this contract) reference a separate area and not a separately fenced or divided location. The Contractor shall provide and transport all personnel, equipment, materials, and supplies for all site activities. The bid for line 00004 shall be a lump sum and include all direct and indirect costs related to general mobilization.

OPERATION OF AGGREGATION SITE (LINE 00005):

This site shall be fenced, lighted and secure. Hours of operation for the aggregation site shall be 7:00 a.m. to 5:00 p.m., Monday- Saturday. However, the Contractor services must remain available to the State beyond normal operating hours as needed. The unit price bid on line 00005 should include all overhead required to operate the site as specified.

LIGHT DUTY VEHICLE TOWING (LINE 00006):

Light Duty is defined as the towing, transport, and recovery of motor vehicles with a gross vehicle weight rating (Mfg. GVWR) of 15,000 pounds or less. The unit price bid for line item 00005 should include all costs associated with the tow (equipment, manpower, etc.)

MEDIUM DUTY VEHICLE TOWING (LINE 00007):

Medium Duty is defined as the towing, transport, and recovery of motor vehicles with a gross vehicle weight rating (Mfg. GVWR) of 15,001 pounds to 26,000 pounds. The unit price bid for line item 00006 should include all costs associated with the tow (equipment, manpower, etc.)

HEAVY DUTY VEHICLE TOWING (LINE 00008):

Heavy Duty is defined as the towing, transport, and recovery of motor vehicles with a gross vehicle weight rating (Mfg. GVWR) of 26,001 pounds and greater. The unit price bid for line item 00007 should include all costs associated with the tow (equipment, manpower, etc.)

TRAILER TOWING (LINE 00009):

This line item is for all trailers that are without boats. Although sizes may vary, because of the minimum number of this type of item, there will be only one line item bid for trailers.

LIGHT RECREATIONAL BOAT TOWING (LINE 00010):

Light recreational boat is defined as the towing, transport and recovery of a boat 0 to 15' in length. The unit price bid for this line item should include all associated costs for the tow.

MEDIUM RECREATIONAL BOAT TOWING (LINE 00011):

Medium recreational boat is defined as the towing, transport and recovery of a boat over 15' to 25' in length. The unit price bid for this line item should include all associated costs for the tow.

ATTACHMENT 1 - SPECIFICATIONS

HEAVY RECREATIONAL BOAT TOWING (LINE 00012):

Heavy recreational boat is defined as the towing, transport and recovery of a boat over 25' in length. The unit price bid for this line item should include all associated costs for the tow.

STORING OF LIGHT DUTY VEHICLE (00013):

This line item includes storing of towed light duty vehicles at the approved aggregation site. Vehicle to be staged and tagged for easy retrieval. The unit price bid for this line item should include all costs associated with the tasks to be performed at the aggregation site as identified in line 00001 (except for remediation of vehicles).

STORING OF MEDIUM DUTY VEHICLE (00014):

This line item includes storing of towed medium duty vehicles at the approved aggregation site. Vehicle to be staged and tagged for easy retrieval. The unit price bid for this line item should include all costs associated with the tasks to be performed at the aggregation site as identified in line 00001 (except for remediation of vehicles)

STORING OF HEAVY DUTY VEHICLE (00015):

This line item includes the storing of towed heavy duty vehicles at the approved aggregation site. Vehicle to be staged and tagged for easy retrieval. The unit price bid for this line item should include all costs associated with the tasks to be performed at the aggregation site as identified in line 00001 (except for remediation of vehicles).

STORING OF LIGHT RECREATIONAL BOATS (00016):

This line item includes the storing of towed recreational vehicles from 0 – 15' in length at the approved aggregation site. Although the site might be at the same location as stored vehicles, boats shall be segregated from the vehicles. The unit price bid for this line item should include all costs associated with the tasks to be performed at the aggregation site as identified in line 00001 (except for remediation of boats).

STORING OF MEDIUM RECREATIONAL BOATS (00017):

This line item includes the storing of towed recreational vehicles greater than 15' to 25' in length at the approved aggregation site. Although the site might be at the same location as stored vehicles, boats shall be segregated from the vehicles. The unit price bid for this line item should include all costs associated with the tasks to be performed at the aggregation site as identified in line 00001 (except for remediation of boats).

STORING OF HEAVY RECREATIONAL BOATS (00018):

This line item includes the storing of towed recreational vehicles greater than 25' in length at the approved aggregation site. Although the site might be at the same location as stored vehicles, boats shall be segregated from the vehicles. The unit price bid for this line item should include all costs associated with the tasks to be performed at the aggregation site as identified in line 00001 (except for remediation of boats).

ATTACHMENT 1 - SPECIFICATIONS

STORING OF TRAILERS (00019):

Although trailers without boats may be stored at the same location as the vehicles and boats, they should be segregated from the other vehicles.

REMEDICATION OF VEHICLES (00020):

The vehicle will be decontaminated and all fluids, batteries, mercury switches, refrigerants, and any other components requiring environmental management shall be removed at the aggregation site. Removal and disposition of these products will be completed per all city, state, and federal regulations. This does not include tires as that will be addressed in the contract for disposal of vehicles.

REMEDICATION OF RECREATIONAL BOATS (00021):

The boats will be decontaminated, if needed, and fluids, batteries, mercury switches, refrigerants and any other components requiring environmental management shall be removed at the aggregation site. Removal and disposition of these products will be completed per all city, state, and federal regulations.

DEMOBILIZATION (Line 00022)

Upon completion of the contract, successful bidder agrees to allow successful bidder of the disposal contract to continue storing vehicles, boats and trailers at the aggregation site until moved for disposal. A reasonable fee for this storage will be negotiated with the new contractor. In the event the successful bidder of this contract is also the successful bidder of the disposal contract AND does not own the aggregation site: Upon completion of the disposal contract, the Contractor shall promptly remove all equipment, supplies or materials, and non-hazardous Contractor generated trash from the work area. The Contractor shall dispose of all trash and debris generated from the site work in a permitted landfill at his expense. Damage to the site caused by the Contractor's operations and equipment shall be repaired by the Contractor at his cost, as directed by LDEQ. The bid for line 00022 shall be on a lump sum basis and include all direct and indirect costs related to demobilization. A price should be included for this line item only if the bidder does not own a site to be used for aggregation & storage.

PREPARATION AND SUBMITTAL OF FINAL REPORT (LINE 00023)

The Contractor shall submit a Final Report within the time frame listed in the Project Initiation Schedule above. The Final Report shall include at a minimum:

- Number of vehicle, trailer & recreational boat collections by Parish
- Copy of all vehicle, trailer & recreational boat individual descriptions
- Summary of aggregation site(s) establishment and management
- Documentation of forward vehicle, trailer and boat data
- Original copy of notifications of owners
- Original copy release of vehicle, vessel or trailer to owner
- Summary of environmental management activities, problems corrective actions and final site status
- Summary vehicle and boat remediation

ATTACHMENT 1 - SPECIFICATIONS

- Summary of record keeping procedures
- Report on sub-contractors identifying Louisiana businesses, Disadvantaged Business Enterprises, Minority Owned Business Enterprises, Woman Owned Business Enterprises

LDEQ will review and approve the Final Report. The Contractor to the satisfaction of LDEQ must correct discrepancies or omissions before the project will be accepted by LDEQ as complete.

Vehicle Evacuation Specification – Line 00001

The purpose of this bid is to request a contract starting date of award through June 30, 2006 to pick-up, haul, store and secure vehicles and trailers (without boats) which were abandoned as a result of Hurricanes Katrina and Rita. The state reserves the right to renew this contract on a monthly basis as needed after June 30 at the same price terms and conditions. These vehicles are the ones located in state local right of ways and on public property. There are approximately one hundred fifty thousand (150,000) vehicles of this type. The area covered in this contract is South of Interstate 10 from the Texas state line to the intersection with Interstate 12 in Baton Rouge, LA and South of Interstate 12 from Baton Rouge, LA to the Mississippi state line. The vehicles will be identified with a colored marker. The identification process will be under the jurisdiction of the LA Dept. of Public Safety. Vehicles should be collected within three (3) days of receipt of a completed service order from Public Safety.

(Note: This will be part of the criteria used to measure and evaluate contractor performance. Failure to continually fail to meet this specification will be grounds for termination of contract.) Successful vendor(s) shall inspect vehicle at pick-up site and mitigate any fluid leaks. Prior to hauling, a record shall be made of the vehicle location, description (i.e. make, model, color), VIN, and license plate number, if available. Once these tasks are completed, the vehicle shall be transported to an aggregation site. Bidder shall be responsible to provide an aggregation site. The site shall be secured, fenced and lighted. If successful vendor is currently disposing of salvage vehicles at the site being used as an aggregation site for this contract, vehicles stored as a result of this contract shall be segregated from the other vehicles on the lot. At the aggregation site the vehicle shall be staged and tagged for easy retrieval. The successful bidder shall be responsible for proper notification of vehicle owners by following standard protocol and guidelines already established by the LA Office of Motor Vehicles. An electronic inventory list shall be maintained and forwarded to LA State Police, LA Dept. of Insurance, LA Office of Motor Vehicles, and the National Insurance Crime Bureau. This electronic document shall contain the following information: Inspected by; Date Inspected; Location; City; VIN; Type of damage (i.e. water damage in interior, body, glass, vandalism, none); License Plate.

Any towers used by successful bidder will be licensed, certified and insured pursuant to R.S. 45:162 through 164 and procedures adopted by the LA Public Service Commission.

This contract shall also include retrieval and staging of recreational boats (both registered by the Dept. of Wildlife and Fisheries and non-registered) on public property and state local right of ways. These boats will be identified and tagged with a colored marker by the Department of Public Safety. Boats should be collected within three (3) days of receipt of a completed service order from Public Safety. Successful vendor will inspect the boat at the pick-up site and mitigate any fluid leaks. Prior to hauling, a record shall be made of the boat location, description, and registration number. Once these tasks have been completed, the boat shall be transported to an aggregation site. At the site the boat shall be staged and tagged for easy retrieval. The successful bidder shall be responsible for proper notification of boat owners by following standard protocol and

guidelines already established by the LA Dept. of Wildlife and Fisheries. An electronic inventory list shall be maintained and forwarded to The Louisiana Department of Wildlife and Fisheries.

Remediation of vehicles and boats shall be completed at the aggregation site before the end of this contract. All fluids, batteries, mercury switches, refrigerants and any other components requiring environmental management will be removed before any vehicle leaves the aggregation site. Tires will be addressed in a separate disposal contract.

The number of vehicles located in public areas account for approximately 25% of all post-hurricane abandoned vehicles. The vehicles located on private property will also be removed; however, the identification and marking of these vehicles require a more tedious and time-consuming process. The State of Louisiana reserves the right to include those vehicles in this contract and to contact the successful vendor as they are identified and/or to bid a separate contract in regard to those vehicles, whichever appears to be in the best interest of the State of Louisiana.

The contractor will be required, at his own time and expense, to secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of this contract. The contractor must comply with all federal, state and local laws, ordinances, rules and regulations relating to the performance of this work. The attached specifications include all requirements and tasks to be completed by the contractor. All work provided under this contract shall be paid in accordance with the following line items. Prices for each line item in the bid shall include all direct costs, indirect costs and profit associated with that line item. No items other than bid line items 00002 through 00023 shall be billed.

A separate bid will be let dealing with the disposal/salvage of these vehicles, trailers and recreational boats. There may be an overlap in the contracts. In the event the successful bidder of this contract is not the successful bidder for the disposal, successful bidder of this contract agrees to allow the successful bidder of the disposal contract to continue storage of vehicles at the staging area (for a reasonably negotiated cost outside of the scope of this contract).

The state reserves the right to award all or none, by items, by groups, or by areas. The number of abandoned vehicles and recreational boats, by area, are approximate as follows:

If a bidder would like to bid only for a region, please mark below:

☐ **Region A** includes Orleans, St. Bernard, St. Tammany (south of I-12/I-10), Plaquemines, Jefferson, St. Charles, St. John and St. James Parishes (approx. 100,000 vehicles; 10,000 boats)

☐ **Region B** includes Terrebonne, Lafourche, Ascension, Livingston (south of I-12), Tangipahoa (South of I-12), East Baton Rouge (south of I-12/I-10), West Baton Rouge (south of I-10) and Assumption Parishes (approx. 25,000 vehicles; 5,000 boats)

☐ **Region C** includes Iberville (south of I-10), St. Martin (south of I-10), St. Mary, Iberia, Lafayette (south of I-10), Vermillion, Acadia (south of I-10), Jefferson Davis (south of I-10), Cameron, Calcasieu (south of I-10) Parishes (approx. 25,000 vehicles; 5,000 boats)

☐ I am bidding on the entire area (includes all listed parishes)

There will be a non-mandatory pre-bid conference on January 30, 2006 at 2:00 p.m. at The Office of State Purchasing, 1201 North 3rd St., 2nd floor, Bid Room, Baton Rouge, LA. All potential bidders are invited to attend.

The quantities referenced are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

INSURANCE REQUIREMENTS

Successful Bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2)

the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.